RESOLUTION
No. 18-565

Date of Adoption: SEP 06, 2018

Factual content certified by:

MR. JEFFREY A. WILKERSON, ACTING DIRECTOR OF HOUSING AND ECONOMIC DEVELOPMENT

Approved as to Form and Legality

CITY ATTORNEY

Councilwoman presents the following Resolution:

RESOLUTION AWARDING A CONTRACT THROUGH A FAIR AND OPEN PROCESS IN ACCORDANCE WITH N.J.S.A. 19:44 A-20.4 ET SEQ., TO USA ENVIRONMENTAL MANAGEMENT, INC., 344 WEST STATE STREET, TRENTON, NEW JERSEY 08618 FOR ENVIRONMENTAL ENGINEERING CONSULTING SERVICES FOR ADDITIONAL REMEDIAL INVESTIGATION WORK FOR THE FORMER FEDERATED METALS SITE, 300 ENTERPRISE AVENUE, TRENTON, NEW JERSEY IN AN AMOUNT NOT TO EXCEED $45,200.00- RFP 2018-20

WHEREAS, the City has a need for Environmental Engineering Consulting Services for Additional Remedial Investigation Work for the Former Federated Metals Site, 300 Enterprise Avenue, Trenton, New Jersey for the City of Trenton, Department of Housing and Economic Development for a Period of One (1) Year from time of award; and

WHEREAS, a request for proposal was advertised, and twenty (20) proposals were received on May 23, 2018, and were evaluated by a committee based on criteria that included, experience, understanding of requirements and cost; and

WHEREAS, the proposal of USA Environmental Management, Inc., 344 West State Street, Trenton, New Jersey 08618 was deemed to have the necessary qualifications and expertise for the performance of the services at the rates budgeted; and

WHEREAS, funds in an amount not to exceed $45,200.00 have been certified to be available in Grant account number: G-FF-12-60-064B-290.

NOW, THEREFORE IT IS RESOLVED, by the City Council of the City of Trenton, as follows:

1. The Mayor is hereby authorized to enter into a contract with USA Environmental Management, Inc., 344 West State Street, Trenton, New Jersey 08618 for Environmental Engineering Consulting Services for Additional Remedial Investigation Work for the Former Federated Metals Site, 300 Enterprise Avenue, Trenton, New Jersey for a Period of One (1) Year from time of award in an amount not to exceed $45,200.00 for the City of Trenton, Department of Housing and Economic Development.

2. This contract is awarded pursuant to the authority set forth in the Local Public Contracts Law at N.J.S.A. 40A:11-5.

3. A notice of this action shall be printed once in the official newspaper for the City of Trenton and the Resolution and contract shall remain on file in the City Clerk’s Office.


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This Resolution was adopted at a Meeting of the City Council of the City of Trenton on SEP 06, 2018

President of Council

City Clerk
PROFESSIONAL SERVICES CONTRACT
RFP2018-20
RESOLUTION 18-565

THIS CONTRACT, made this 7th day of SEPTEMBER 2018 by and between the CITY OF TRENTON,
319 EAST STATE STREET, TRENTON, NEW JERSEY 08608 a Municipal Corporation of the State of New
Jersey, ("City") and USA ENVIRONMENTAL MANAGEMENT, INC., 344 WEST STATE STREET, TRENTON,
NEW JERSEY 08618 ("CONTRACTOR").

WHEREAS, the City has a need for ENVIRONMENTAL ENGINEERING SERVICES for Additional
Remedial Investigation Work for the Former Federated Metals Site, 300 Enterprise Avenue,
Trenton, New Jersey for the City of Trenton, Department of Housing and Economic Development.

WHEREAS, Contractor agrees to provide ENVIRONMENTAL ENGINEERING SERVICES for
Additional Remedial Investigation Work for the Former Federated Metals Site, 300 Enterprise
Avenue, Trenton, New Jersey for the City of Trenton, Department of Housing and Economic Development in accordance with the terms and conditions as set forth hereinafter, and the City being agreeable thereto;

NOW THEREFORE, the parties mutually agree as follows:

1. ENVIRONMENTAL ENGINEERING SERVICES:
The City agrees to retain USA, ENVIRONMENTAL MANAGEMENT, INC., 344 WEST STATE
STREET, TRENTON, NEW JERSEY 08618 the request of and under the general supervision of
the City of Trenton, Department of Housing and Economic Development.

2. SCOPE OF SERVICES

SEE ATTACHED SCOPE OF SERVICES

DURATION OF THE CONTRACT:
This contract shall remain in full force and effect for a period of one (1) year from time of
award in an amount not to exceed $45,200.00 from September 7, 2018 to September 6, 2019.

3. STATUS OF CONTRACTOR: It is expressly understood by and between the parties hereto
that the status of the Contractor retained to carry out the services set forth in this
agreement is that of an Independent Contractor. It is further understood by and
between the parties that is not intended nor shall it be construed, that the contractor is an
agent, employee, or officer of the City of Trenton.

4. NOTICES: Any notices required to be delivered to either party pursuant to this Contract shall
be in writing to their respective addresses. The parties shall be responsible for notifying each
other of any change of address.

5. INTEGRATION: Resolution #18-565 and this contract constitutes the entire agreement
between the parties and any representation that may have been made prior to the
execution of this Contract are nonbinding, void, and of no effect and neither party has
relied on any such prior representations in entering into this Contract with the City of
Trenton, Department of Administration.
6. **ENFORCEABILITY:** If any term or condition of this Contract or its application to any party or circumstances shall be deemed invalid or unenforceable, the remainder of the Contract and its application to other parties and circumstances shall not be affected.

7. **GOVERNING LAW:** This Contract shall be governed by the laws of the State of New Jersey.

8. **MISCELLANEOUS PROVISIONS:**

a. Contractor, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, gender identity or expression, affectional or sexual orientation, disability or nationality. Contractor will take affirmative action to ensure that such applicants are recruited and employed and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional, gender identity or expression, sexual orientation. Such action shall include, but is not limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause;

b. Contractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, gender identity or expression, affectional or sexual orientation.

c. Contractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the American with Disabilities Act.

d. Contractor, where applicable, agrees to attempt to schedule minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2, amended and supplemented from time to time.

e. Contractor, where applicable, agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, gender identity or expression, affectional, sexual orientation, disability or nationality and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

f. Contractor, where applicable, agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, sex, gender identity or expression, affectional, sexual orientation, disability or nationality. Contractor will conform these employment goals consistent with statutes and court decisions of the State of New Jersey, and applicable Federal law and Federal court decisions.
g. Contractor, where applicable, shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations. Contractor shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

h. Contractor, shall submit along with the signed contract one of the following as evidence of compliance with N.J.A.C. 17-27:

1. Appropriate evidence that the Independent contractor is operating under an existing Federally approved or sanctioned affirmative action program.


3. An initial employee information report (Form AA-#302) provided by the Affirmative Action Office and completed by the contractor in accordance with N.J.A.C. 17:27-4.

USA ENVIRONMENTAL MANAGEMENT, INC.,
344 WEST STATE STREET
TRENTON, NEW JERSEY 08618

Seal: _______________________________________________________________________

Attest: _____________________________________________________________________

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year above written.

ATTEST:

DWAYNE M. HARRIS
MUNICIPAL CLERK

DATE

CITY OF TRENTON

W. REED GUSCIORA, ESQ.
MAYOR

DATE
of soil and 30,000 gallons of groundwater with heavy NAPL was recovered from AOC 4/12 area and disposed.

- Subsequent fingerprinting of the LNAPL identified it as #6 oil.
- Site-wide surface soil impact by metals and PAHs was identified.
- VOC and SVOC impacts to groundwater are minimal, with one and two monitoring wells barely exceeding the groundwater quality standards, respectively, for these contaminants.
- The site will require engineering and institutional controls to address site-wide soil contamination.

After the 2014 remedial actions, two recovery wells were installed at the site along with other monitoring wells to monitor, delineate and recover heavy LNAPL. Additional groundwater and LNAPL have been recovered from RW-1 on several occasions, but it has been demonstrated to be only minimally effective. No other wells at the site have shown any LNAPL impact.

In 2017, the City of Trenton received a $200,000 USEPA petroleum cleanup grant for the site. The removal of residual LNAPL in groundwater, allowing for the site to be closed with restrictions, is the primary goal for this funding.

Site maps and other relevant site information is included in Attachment 1. Data from the 2015 RI/RAR is included in Attachment 2.

1.4 Schedule

The City of Trenton wishes to maintain a schedule for this project that will complete all tasks within 6 months of issuance of contract. The professional services contract period will be for one year. We hope for an expedited schedule to allow for implementation of additional remediation in 2018/2019.

2.0 TECHNICAL SPECIFICATIONS

Details for the performance of project tasks are included below. All work is to be conducted in accordance with NJDEP requirements and applicable Federal, state and local laws. The scope of work will include all management, labor, materials, expendables and subcontractors necessary to complete the requirements for this scope of work. The work scope breakdown will be as follows:

Task 1: File Review/QAPP/Workplan/HASP

1.1 File Review: Review existing reports on file with the City of Trenton’s Brownfields Program, including reports linked, and information provided, herein.

1.2 QAPP: Prior to mobilization to collect samples for analysis, the Consultant shall complete a Site-Specific EPA Brownfields Quality Assurance Project Plan (QAPP) using the U.S. EPA Region 2 Brownfields Site-Specific QAPP Template. A copy of the U.S. EPA Region 2 Brownfields Site-Specific QAPP Template is provided as Attachment 4.

Note: A Site-Specific EPA Brownfields QAPP was completed for prior remedial investigation work completed at the site in 2014-15. A copy of that QAPP may be accessed using this link and is provided to Respondents for reference only: https://spaces.highstand.com/receive/Q4eYnFDRzV
1.3 **Workplan:** Prepare a brief workplan for review by the City of Trenton and the LSRP-of-record that illustrates soil sampling locations, analytical protocols, and proposed monitoring well locations.

1.4 **Health & Safety Plan:** Prior to any mobilization the Consultant shall provide to the City a Health & Safety Plan (HASP) commensurate with the work to be undertaken. The HASP must comply with Occupational Safety and Health Administration (OSHA) requirements set forth at 29 CFR 1910.120, Hazardous Waste Operations and Emergency Response. No mobilization shall proceed until the HASP has been provided to the City Representative.

**Task 2: Remedial Investigation**

This task will consist of the implementation of all field sampling. All activities shall be performed, and deliverables shall be prepared, in accordance with NJDEP requirements, regulations and technical guidance.

2.1 **Soil Borings and Sampling.** Conduct all field work as proposed in the SAP and Workplan. Dispose of investigation-derived wastes and backfill any soil borings (as required by USEPA). A minimum of ten (10) soil borings will be conducted in the vicinity of AOCs 1, 4 and 12 to: 1) attempt to horizontally and vertically delineate EPH in the assumed source area (based on existing data); and 2) attain approximate geometry of LNAPL and grossly-contaminated, heavy petroleum in soil for future removal action. Assume that no more than 15 EPH samples will be analyzed.

2.2 **Groundwater Investigation.** Conduct all field work as proposed in the QAPP and Workplan. Dispose of investigation-derived wastes. The groundwater investigation will include:

- Install four (4) additional 4-inch groundwater monitoring wells to monitor upgradient and side-gradient groundwater quality, and to monitor the existing LNAPL plume.
- Abandon RW-1 in accordance with NJDEP requirements. This well area will be subject to future soil excavation and direct LNAPL recovery.
- Replace flush mounts (concrete pads and manholes) on up to two (2) existing groundwater monitoring wells (see photo);
- Conduct two rounds of well gauging and groundwater sampling of four (4) new and five (5) existing groundwater monitoring wells for VO+ and BN+.

Drill cuttings and other soil that is not considered hazardous waste can be containerized and/or staged for future disposal under a future scope of work. Contaminated development water can be treated and disposed onsite if appropriate. LNAPL or hazardous liquid waste is to be disposed prior to completion of this contract.
Task 3: Reporting

Prepare a Remedial Investigation (RI) Report. The RIR will present all data collected during the investigation and include recommendations for future remediation, including extent of impact, and site closure strategies.

3.0 SPECIAL CONDITIONS

3.1 Work Provided by Consultant

General

The Consultant shall provide quality work and materials meeting the requirements of the specifications. All work shall be performed in accordance with the New Jersey Technical Requirements for Site Remediation, and other applicable Federal, State and local laws. Work will be conducted in level D personal protective equipment unless conditions are observed that require upgrading to higher levels of personal protection.

Health & Safety

The Consultant is responsible for implementation of all health and safety measures taken to complete the required services. The City of Trenton assumes no responsibility for the health and safety of consultant or subcontractor employees or other non-City employees. Unsafe conditions shall be reported to the City of Trenton’s technical contact. The consultant is required to complete, maintain and enforce a site-specific Health and Safety Plan for any work required to comply with OSHA HAZWOPER and other applicable laws.

Support of Public Relations

The Consultant shall make every effort to maintain good relations with the local property owners, tenants and residents. All Consultant and Subcontractor field personnel employed on-site shall be made thoroughly cognizant of the importance of this aspect of the work. All field activities shall be conducted in an efficient and professional manner.

Deliverables

The following deliverables are to be provided as part of this scope of work:

- SAP
- HASP
- Workplan (brief)
- Remedial Investigation Addendum Report

These deliverables will be submitted electronically in draft to the City’s Technical Contact. One hardcopy and one complete electronic version of the final RI report will be delivered after review and comment of the draft reports.